

Korea-Myanmar Industrial Complex Development Co., Ltd.



**SELECTION OF CONSULTANTS
- REQUEST FOR PROPOSALS**

**RFP: KMIC-PDD 05
Selection of Consulting Services for:**

**MASTER PLAN AND BIDDING GUIDE FOR WASTEWATER
TREATMENT PLANT OF
KOREA-MYANMAR INDUSTRIAL COMPLEX DEVELOPMENT
PROJECT**

Client: KMIC Development Co., Ltd. (KMIC Joint Venture Company)

Country: Republic of the Union of Myanmar

Project: Korea-Myanmar Industrial Complex Development Project

Issued on: October 2022

TABLE OF CLAUSES

PART I.....	7
Section 1. Letter of Invitation	7
A. General Provisions	8
1. Definitions.....	8
2. Introduction	9
3. Conflict of Interest	10
4. Unfair Competitive Advantage	11
5. Corrupt and Fraudulent Practices.....	11
6. Eligibility.....	11
B. Preparation of Proposals.....	11
7. General Considerations	11
8. Cost of Preparation of Proposal	11
9. Language	12
10. Documents Comprising the Proposal.....	12
11. Only One Proposal	12
12. Proposal Validity.....	12
13. Clarification and Amendment of RFP.....	13
14. Preparation of Proposals – Specific Considerations and Bidding Documents.....	13
15. Technical Proposal Format and Content	14
16. Financial Proposal	14
C. Submission, Opening and Evaluation	15
17. Submission, Sealing, and Marking of Proposals.....	15
18. Confidentiality.....	16
19. Opening of Technical Proposals	17
20. Proposals Evaluation.....	17
21. Evaluation of Technical Proposals.....	17
22. Public Opening of Financial Proposals (for QCBS method)	17
23. Correction of Errors	18
24. Taxes	18
25. Conversion to Single Currency	18
26. Combined Quality and Cost Evaluation.....	18
D. Negotiations and Award.....	19
27. Negotiations	19
28. Conclusion of Negotiations.....	19
29. Award of Contract.....	20
E. Data Sheet.....	21

Section 3. Bidding Documents.....	30
Bidding Schedule	31
Pre-Registration and Bidding Guarantee	31
Checklist of Required Forms	36
Form BID-1	37
Form BID-3.....	39
Form BID-5.....	40
Form BID-6.....	41
Form BID-7.....	44
Section 4. Technical Proposal – Standard Forms.....	48
Checklist of Required Forms	48
Form TECH.....	49
Section 5. Financial Proposal - Standard Forms	50
Checklist of Required Forms	50
Section 6. Client’s Policy – Corrupt and Fraudulent Practices.....	59
Section 7. Terms of Reference	59
PART II.....	60
Section 8. Conditions of Contract and Contract Forms	60
ump-Sum Form of Contract	60
Preface.....	85
Form of Contract.....	83
A. GENERAL PROVISIONS	83
2. Relationship between the Parties.....	84
3. Law Governing Contract.....	84
4. Language	84
5. Headings.....	84
6. Communications.....	84
7. Location.....	84
8. Authority of Member in Charge.....	84
9. Authorized Representatives.....	84
10. Corrupt and Fraudulent Practices	84
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	84
11. Effectiveness of Contract	84
12. Termination of Contract for Failure to Become Effective	84
13. Commencement of Services.....	84
14. Expiration of Contract.....	84
15. Entire Agreement	84

16. Modifications or Variations	84
17. Force Majeure	84
18. Suspension.....	84
19. Termination	84
C. OBLIGATIONS OF THE CONSULTANT	84
21. General	84
22. Conflict of Interests.....	84
23. Confidentiality.....	84
24. Liability of the Consultant.....	84
25. Insurance to be Taken out by the Consultant	84
26. Accounting, Inspection and Auditing	84
27. Reporting Obligations	84
28. Proprietary Rights of the Client in Reports and Records.....	84
29. Equipment and Materials	84
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	84
30. Description of Key Experts	84
31. Replacement of Key Experts.....	84
32. Removal of Experts or Sub-consultants	84
E. OBLIGATIONS OF THE CLIENT	84
33. Assistance and Exemptions	84
34. Access to Project Site.....	84
35. Change in the Applicable Law Related to Taxes and Duties	84
36. Services, Facilities and Property of the Client	84
37. Counterpart Personnel	84
38. Payment Obligation.....	84
F. PAYMENTS TO THE CONSULTANT	84
39. Contract Price.....	84
40. Taxes and Duties	84
41. Currency of Payment.....	84
42. Mode of Billing, Payment and Penalty for delay	84
43. Interest on Delayed Payments	오류! 책갈피가 정의되어 있지 않습니다.
G. FAIRNESS AND GOOD FAITH	84
44. Good Faith.....	84
H. SETTLEMENT OF DISPUTES	85
45. Amicable Settlement	85
46. Dispute Resolution	85
Attachment 1: Client’s Policy – Corrupt and Fraudulent Practices.....	86
II. Special Conditions of Contract	88

III.	Appendices	95
	Appendix A – Terms of Reference	95
	Appendix B - Key Experts	95
	Appendix C – Breakdown of Contract Price.....	95
	Appendix D-1– Contract Deposit(Contract)	96
	Appendix D -2 – Undertaking of Payment Guarantee (Contract).....	98
	Appendix E - Advance Payments Guarantee	99
	Appendix F - Pledge of Performance of Integrity Agreement.....	100

PART I

Section 1. Letter of Invitation

RFP No. KMIC-PDD05

KMIC Development Co., Ltd., October 2022

To whom it may concern,

1. KMIC Development Co., Ltd. (hereinafter called the “Client”) was established among Department of Urban and Housing Development under the Ministry of Construction and Korea Land & Housing Corporation and Global Sae-a Co., Ltd. toward Korea-Myanmar Industrial Complex Development Project on the basis of the cooperation between Myanmar and Korea.
2. The Client now invites proposals to provide the following consulting services (hereinafter called the “Services”): Master Plan and Bidding Guide for Wastewater Treatment Plant for Korea-Myanmar Industrial Complex Development Project. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under QCBS - Quality and Cost Based Selection procedures.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 – Bidding Documents
 - Section 4 - Technical Proposal - Standard Forms
 - Section 5 - Financial Proposal - Standard Forms
 - Section 6 - Client’s Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Lump-Sum)
5. Details on the proposal’s submission date, time and address are provided in the ITC.

Yours sincerely,

Lee Jung Wook
Managing Director of KMIC Development Co., Ltd

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s established country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(c) “Client” means KMIC Development Co., Ltd. (KMIC) that signs the Contract for the Services with the selected Consultant.</p> <p>(d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(g) “Day” means a calendar day.</p> <p>(h) “Experts” means, collectively, Chief Key Expert, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(i) “Government” means Republic of the Union of Myanmar.</p> <p>(j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants with all information needed to prepare their Proposals.</p> <p>(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p>
-----------------------	--

	<p>(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experiences are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. “Chief Key Expert” means the representative of Key Expert(s).</p> <p>(m) “KMIC Development Co., Ltd.” means the form of the JV Company limited by Shares (limited liability company), under the Special Companies Act of Republic of the Union of Myanmar.</p> <p>(n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants</p> <p>(r) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(t) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those who shall submit the Proposal, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the</p>

	<p>local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting assignments	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
c. Conflicting relationships	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who is directly or indirectly involved in any part of (i) the preparation of the Terms of</p>

	Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to the Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.
6. Eligibility	6.1 The Client permits consultants (firms including Joint Ventures) established in the Republic of Korea or the Republic of the Union of Myanmar and have a record of conducting similar consulting assignments in the field specified in the Data Sheet , and also satisfy registration matters specified in the Data Sheet to offer consulting services for this project 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in the rejection of the Proposal.
8. Cost of	8.1 The Consultant shall bear all costs associated with the

Preparation of Proposal	preparation and submission of its Proposal and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p>

	12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement of Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet, and confirmation must be returned by e-mail after submission of the request. The request should be written in English. The Client will respond in writing, or by standard electronic means, and will announce (including an explanation of the query but without identifying its source) on the Client's website and on the date specified in the Data Sheet. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP and announce it on the Client's website.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific	14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

Considerations and Bidding Documents	<p>14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. When associating with other firms in the form of a joint venture or a sub-consultancy, the numbers of associating companies are not allowed more than three (3), and one Consultant who has the largest share shall be a lead member, and Chief Key Expert must belong to the lead member consultant. The association should not change members after being awarded.</p> <p>14.1.2 The Client may indicate in the Data Sheet the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.</p> <p>14.1.3 The Client's estimated total price, with an indication of whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal should be over 85 percent of this price and should not exceed this price at the same time.</p> <p>14.2 The Consultant is required to submit an Application for Pre-Registration and Bidding Guarantee by the date specified in the Data Sheet before submitting Proposal using the Forms provided in Section 3 of the RFP.</p> <p>14.3 The Bidding Documents shall be prepared using the Forms provided in Section 3 of the RFP.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 The Consultant is required to submit a Technical Proposal as indicated in the Data Sheet and using the Standard Forms provided in Section 4 of the RFP.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 A price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's established country is provided in the Data</p>

	Sheet.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet .
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
e. Actual Cost Settlement	16.6 The items specified in the Data Sheet are included in the total cost of the Contract, and are settled when payments are made according to the unit price criteria according to Special Conditions of the contract.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by (air) mail/hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. The Proposal should be submitted by the authorized representative of the Consultant (passport should be presented) or an employee of the Consultant who authorized for submission of the Proposal (passport, a power of attorney and the proof of employment should be presented). The Consultant should take the receipt confirmation issued by the Client when submitting the Proposal.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original of the Bidding Documents shall be placed inside of a sealed envelope clearly marked "BIDDING"</p>

	<p>DOCUMENTS", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p>

	<p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the authorized representatives of Consultants who submitted the Proposal and choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Client issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 13 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>22. Public Opening of Financial Proposals (for QCBS method)</p>	<p>22.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after</p>

	<p>completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>22.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. There is no obligation to inform or respond to the Consultants who submitted Proposals on the basis and details related to the evaluation results, and the Consultants cannot raise any objection to the evaluation procedure, method or selection result.</p>
23. Correction of Errors	23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Lump-Sum Contracts	23.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
24. Taxes	24.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's established country in accordance with the instructions in the Data Sheet .
25. Conversion to Single Currency	25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
26. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as

Selection (QCBS)	per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
27. Negotiations	<p>27.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
a. Availability of Key Experts	<p>27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>27.6 The negotiations include the clarification of the Consultant's tax liability in the Client's established country and how it should be reflected in the Contract.</p> <p>27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>
28. Conclusion of	<p>28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the</p>

Negotiations	<p>Client and the Consultant's authorized representative.</p> <p>28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. Then the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
29. Award of Contract	<p>29.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet, and promptly notify the other Consultants.</p> <p>29.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (b)	Republic of the Union of Myanmar
2.1	Name of the Client: KMIC Development Co., Ltd. Method of selection: QCBS – Quality and Cost Based Selection
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <u>Consultancy Services for Master Plan and Bidding Guide for Wastewater Treatment Plant of Korea-Myanmar Industrial Complex Development Project</u>
2.3	A pre-proposal conference will be held: NO
2.4	The date the Consultants should pre-register and the Client will provide the reference materials to facilitate the preparation of the proposals: Friday, 21 st Oct. 2022
4.1	Not Applicable
6.1	Similar consulting services are followings: Master plan, basic and detailed design in the field of Wastewater treatment plant from the Proposal submission deadline. * Experiences having participated as a consortium of a JV shall be calculated by counting experiences considering their holding ratio of the past JV ** Experiences shall be considered if only completed in the last ten(10) years before the Proposal submission deadline Registration matters are followings: - In case of consultants established in Republic of Korea: 1. The consultants who has been registered as a construction technology service businesses (General) or a construction technology service businesses (Design and project management-general) or construction

	<p>technology service businesses (Design and project management-services including designing) under the Construction Technology Promotion Act.</p> <p>2. The consultants who has been reported as an engineering business entities under the Engineering Technology Promotion Act, or who has registered a professional engineer office under the Professional Engineers Act the following fields</p> <ul style="list-style-type: none"> - Construction Part: Water Supply & Sewage, Geological, Soil, Structure - Machinery Part: General industrial machines - Environment Part: Water quality management - Electricity Part: Electrical installation <p>(Transmission and Distribution or construction electrical installation under Professional Engineers Act)</p> <p>- In case of consultants established in Republic of the Union of Myanmar: consultants who have business license in the field of wastewater treatment plant design or construction.</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. However, TOR in the REP has been issued in both the Korean and English language. The English version has priority. In the case of inconsistency, the interpretation thereon shall be amicably made through mutual consultations.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>1st Inner Envelope with:</u> <u>The Bidding Documents</u></p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) BID-1 (3) BID-2 (4) BID-3 (5) BID-4 (6) BID-5 (7) BID-6 (8) BID-7 (9) BID-8 <p><u>2nd Inner Envelope with:</u> <u>The Technical Proposal</u></p> <ul style="list-style-type: none"> (1) TECH <p><u>3rd Inner Envelope with:</u></p>

	<u>The Financial Proposal – Lump-sum contract:</u> (1) FIN
11.1	Participation of Key Experts in more than one Proposal is permissible: NO Participation of Sub-consultants and Non-Key Experts in more than one Proposal is permissible: YES
12.1	Proposals must remain valid for 60 calendar days after the proposal submission deadline (i.e., until: 25 May 2022).
13.1	Clarifications may be requested no later than: Date: Monday 31 st Oct. 2022 Time: 16:00 (04:00 pm) local Myanmar time The contact information for requesting clarifications is: Address: Project Development Department, KMIC Development Co., Ltd., Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Republic of the Union of Myanmar Telephone: +95 92-5112-4684 +95 94-0373-2599 E-mail: naraes88@lh.or.kr / tacho11094@gmail.com Contact person: Shim, Na Rae, General Manager Tin Aung Cho, Senior Engineer Client's website: www.mymkic.com The Client will announce an explanation of the query on: Date: Monday 7 th Nov. 2022 Time: 16:00 (04:00 pm) local Myanmar time
14.1.2 14.1.3	Estimated total cost which is exclusive of taxes: US\$ 135,840
14.2	Application for Pre-Registration and Bidding Guarantee must be submitted no later than: Date: Friday, 21 st Oct. 2022 Time: 16:00 (04:00 pm) local Myanmar time
15.2	The format of the Technical Proposal to be submitted is: FTP – Full Technical Proposal Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16.1 (b)	All other costs shall be calculated by the Consultants and detailed in the Financial Proposal.																			
16.2	A price adjustment provision applies to remuneration rates: NO, the price adjustment provision does not apply for the lump-sum contract																			
16.3	Information on the Consultant's tax obligations in the Client's established country can be found at the Ministry of Planning and Finance (MOPF)																			
16.4	The Financial Proposal shall be stated in the following currency: Consultants may express the price for their Services in US\$ alone. The Financial Proposal should state local costs in the Client's established country currency (local currency): No																			
16.6	The items to be settled when payments is made: <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th><th>Remarks</th></tr> </thead> <tbody> <tr> <td>Master plan</td><td></td><td></td></tr> <tr> <td>Bidding Guide</td><td></td><td></td></tr> <tr> <td>Business Trip</td><td>20,397 USD</td><td>PS Item</td></tr> <tr> <td>Printing</td><td></td><td></td></tr> <tr> <td>Total</td><td>135,840 USD</td><td></td></tr> </tbody> </table>		Item	Amount	Remarks	Master plan			Bidding Guide			Business Trip	20,397 USD	PS Item	Printing			Total	135,840 USD	
Item	Amount	Remarks																		
Master plan																				
Bidding Guide																				
Business Trip	20,397 USD	PS Item																		
Printing																				
Total	135,840 USD																			
3C. Submission, Opening and Evaluation																				
17.1	The Consultants shall not have the option of submitting their Proposals electronically.																			
17.4	The Consultant must submit: (a) Bidding Documents: Envelope No. 1 (the Consultant's recognition on cover and contents is allowed) For Bidding Documents: one (1) original																			

	<p>(b) Technical Proposal: Envelope No. 2 (the Consultant's recognition on cover and contents is not allowed) For Technical proposal: one (1) original and ten (10) copies as well as one (1) soft copy on USB or CD</p> <p>* In the technical proposal, all contents identifying the Consultant such as the company name, CI and the name of the participants cannot be indicated</p> <p>(c) Financial Proposal: Envelope No. 3 For the Financial Proposal: one (1) original</p> <p>※ Bidding Documents and Technical Proposal should be provided in the form of booklet respectively, and each envelope should have corporate seal or authorized signature on the adhesive surface.</p>
17.8 and 17.10	<p>The Proposals must be submitted no later than:</p> <p>Date: Wednesday 31st Nov. 2022 Time: 16:00 (04:00 pm) local Myanmar time</p> <p>The Proposal submission address is: Project Development Department, KMIC Development Co., Ltd., Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Republic of the Union of Myanmar</p> <p>For the attention of Shim Na Rae, General Manager or Tin Aung Cho, Senior Engineer</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: NO</p> <p>The opening shall take place at the same as the Proposal submission address Date: Thursday~Friday 1st ~2nd Dec. 2022. Time: 13:30(01:30 pm) local Myanmar time</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable</p>
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>(i) Competence for Conducting the Assignment [40 points]</p> <p><i>{Notes to Consultant: 1. Experiences having participated as a consortium of a JV shall be calculated by counting experiences considering their holding ratio of the past JV. 2. Experiences shall be considered if only completed before the Proposal submission deadline.}</i></p>

	<p>① Consultant's experiences of similar assignment in the last ten (10) years [16 points]</p> <ul style="list-style-type: none"> - The number of Performance ≥ 3 : 16 points, 3 > Duration ≥ 2 : 13 points, 2 > Duration ≥ 1 : 10 points, less than 1 : 7 points <p>② Chief Key Expert's experience duration of similar assignment [Duration 6 points , The number of Performance 6 point]</p> <ul style="list-style-type: none"> - Duration ≥ 15 years : 6 points, 15 years > Duration ≥ 13 years : 5 points, 13 years > Duration ≥ 11 years : 4 points, 11 years > Duration ≥ 9 years : 3 points, less than 9 years : 2 points - The Number of Performance ≥ 8 : 6 points, 8 > Duration ≥ 7 : 5 points, 7 > Duration ≥ 6 : 4 points, 6 > Duration ≥ 5 : 3 points, less than 5 : 2 points <p>Key Experts' in each field experience duration of similar assignment [Duration 6 points (each expert: 1.5 points) The number of Performance 6 points (each expert : 1.5 point)]</p> <ul style="list-style-type: none"> - Duration ≥ 10 years : 1.5 points, 10 years > Duration ≥ 8 years : 1.2 points, 8 years > Duration ≥ 6 years : 1.0 points, 6 years > Duration ≥ 4 years : 0.8 points, less than 4 years : 0.6 points - The Number of Performance ≥ 6 : 1.5 points, 6 > Duration ≥ 5 : 1.2 points, 5 > Duration ≥ 4 : 1.0 points, 4 > Duration ≥ 3 : 0.8 points, less than 3 : 0.6 points <p>a) Position K-1(Chief Key Expert): Water Supply and Sewerage Engineer b) Position K-2(Key Expert): Machinery Engineer c) Position K-3(Key Expert): Civil Engineer d) Position K-4(Key Expert): Structure Engineer e) Position K-5(Key Expert): Electricity Engineer f) Position K-6(Key Expert) : Environmental Engineer</p> <p>Similar consulting services are followings:</p>
--	--

	<ul style="list-style-type: none"> - Duration : It includes not only sewage/wastewater treatment plant but also the performance performed in each Key Expert's field - The Number of Performance : Master plan, basic design or detailed design related to Wastewater treatment plant or Sewage treatment plant in for the last 10 years from the Proposal submission deadline(completed consulting services), not only in Korea but also in other countries. <p>(ii) Implementing Plan [60 points]</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed technical approach & methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>① Understanding of the Assignment [20 points]</p> <ul style="list-style-type: none"> · Understanding of the characteristic of the work, local conditions and relevant regulations · Propriety of organization and arrangement of the engineers · How to complete the work within designated duration · How to reduce master plan conducting duration additionally, etc. <p>② Conducting Assignment [40 points]</p> <ul style="list-style-type: none"> · How to operate a wastewater treatment plant in time for the tenants of KMIC · How to calculate construction cost considering local materials, etc. · Arrangement business trip plan of engineers in Yangon, Myanmar, etc. <p>Total points for the two criteria: 100 points</p> <p>.....</p> <p>The MINIMUM FINAL TECHNICAL SCORE required to pass is: 80 points.</p> <p>If more than one Consultant score the same highest total points, the Consultant who score highest in (ii) criteria (in order of ②, ①) will be the 1st ranked consultant in the Technical Proposal Evaluation.</p>
22.1	<p>An online option of the opening of the Financial Proposals is offered:</p> <p>NO</p>

24.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's established country. However, if the contract is awarded, it is the Consultant's obligation to bear all taxes in the Client's established country and the contract price will have to be inclusive of taxes by adding to the Contract amount as a separate line.
25.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is the US\$</p> <p>The official source of the selling (exchange) rate is the Central Bank of Myanmar Website: http://forex.cbm.gov.mm/index.php/fxrate</p> <p>The date of the exchange rate is: <u>the exchange rate published by the Central Bank of Myanmar 7 days before the date of the deadline for submission of the proposals</u></p>
26.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
27.1	<p>Expected date and address for contract negotiations:</p> <p>Date: Friday 25th March 2022 Time: 10:00 am local Myanmar time</p> <p>Address: Project Development Department, KMIC Development Co., Ltd., Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Republic of the Union of Myanmar</p>
29.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: KMIC Development Co., Ltd. online <u>www.mykmic.com</u></p>

	The publication will be done within five (5) days after the contract signing.
29.2	Expected date for the commencement of the Services: Date: Friday 9 th Dec. 2022

Section 3. Bidding Documents

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Provide a booklet format of A4 size including a slip sheet (marked with the title of each section) in front of each of the following documents.

All documents must be submitted in English, and in the case of languages other than English, submitted after notarization of translation.

The submitted documents must meet all the requirements of this RFP and are excluded from evaluation if the proposal does not meet them.

The expenses related to the preparation of this document shall be borne by the bidding company.

After the bid documents have been submitted, they cannot be modified, added or replaced unless requested by the client.

Proposals should not be made with false or simple guesses, and all entries must be objectively verifiable and will be excluded from bid evaluation if any unverifiable or false facts are found.

If the evidence of the proposal does not provide the supporting data, it is regarded as not applicable.

Submitted bid documents may not be made public to protect the interests of bidders.

If false facts are found in the submitted bid documents, the client may cancel (or terminate) the contract even after the Consultant is selected.

Bidder shall not disclose KMIC-related information obtained in the process of bidding to the third party, and shall thoroughly implement the security requirements by the client.

The contents of the proposal are valid as part of the contract, and the Client should do some task that the client proposes, even if it is different from the TOR.

The Consultants cannot raise an objection even if some or all of these bids are changed or canceled due to policy changes by the Myanmar government, or changes in the business environment of the client.

BIDDING SCHEDULE

Date	Procedure	Remarks
10 th Oct. 2022	Tender Announcement	Contents: RFP, TOR, Conditions of Contract
21 st Oct. 2022	Pre-Registration Submission of Bidding Guarantee	The consultant that does not submit Pre-Registration and Bidding Guarantee cannot participate in this tender.
7 th Nov. 2022	Clarification and Amendment of RFP	-
31 st Nov. 2022	Submit Bidding documents, Technical and Financial Proposal	-
2 nd Dec. 2022	Opening, Evaluation Negotiation, Award	-
9 th Dec. 2022	Contract	Documents such as insurance certificate and contract performance guarantee required for the contract should be submitted within one month after the contract.

※ The above schedule may be changed according to the circumstances.

PRE-REGISTRATION AND BIDDING GUARANTEE

Bidding will not be accepted if pre-registration of bid participation and bidding guarantee certificate are not submitted.

Application for Pre-Registration (below form) must be submitted by e-mail no later than:

Date: 21st Oct. 2022

Time: 16:00(4:00 pm) local Myanmar time

E-mail address: naraes88@lh.or.kr/ tacho11094@gmail.com

Confirmation must be returned by e-mail after submission

In case of JV, the representative consultant can submit if the JV is not formed.

The Consultant participating in bidding should submit the Bidding Guarantee in condition below along with pre-registration;

Deposit amount: USD 4,000, Guarantee period: 6 months (Unconditional)

* According to the notification of foreign exchange management law, the Consultant participating in bidding could pay the Bidding guarantee by kyat. In this case, the Consultant shall follow the exchange rate of Central Bank of Myanmar.

Bidding Guarantee (below form) can be replaced with the Guarantee issued by Engineering Guarantee Insurance (EGI), Korea Engineering & Consulting Association (KENCA), Insurance company, Commercial Bank.

If it is difficult to issue Bidding Guarantee, it can be replaced by Bid Deposit in cash;

Transfer information:

1. Deposit account (in case of USD)

Bank Name: CB Bank, PCL

Bank Address: No 221, Ground Floor, Sule Square, Sule Pagoda Road, Kyaukta Township,
Yangon, Myanmar

Swift Code: CPOBMMMY

Account Name: KMIC DEVELOPMENT CO., LTD.(EXPENSE)

Account (USD) Number: 014-010-120-001-6187

(In case of remittance for capital Injection, please add purpose of remittance as “Capital” in the field 70 of the SWIFT Message)

2. Deposit account (in case of Kyat)

Bank Name: CB Bank, PCL

Bank Address: No 221, Ground Floor, Sule Square, Sule Pagoda Road, Kyaukta Township,
Yangon, Myanmar

Swift Code: CPOBMMMY

Account Name: KMIC DEVELOPMENT CO., LTD.

Account (MMK Special) Number: 014-010-090-000-7323

(In case of remittance for capital Injection, please add purpose of remittance as “Capital” in the field 70 of the SWIFT Message)

If the Consultant who paid Bid Deposit does not submit the Bidding Documents or does not conclude the contract for the consultant’s own reason after being selected as the preferred bidder or does not submit the Contract Implementation Guarantee after being awarded, the Bid Deposit belongs to the Client.

The copy of Bidding Guarantee or the certificate of Bid Deposit should be submitted by e-mail when applying for pre-registration

In case of Bid Deposit refunding, fees or remittance-related expenses are deducted.

Only the Consultants who pre-register and submit bidding guarantee will receive an e-mail that can be used to write technical proposals.

Application for Pre-Registration (form)

To: KMIC Development Co., Ltd.					
Name of Firm		Taxpayer ID No.			
Name of Chief Executive		ID No. of Chief Executive			
E-mail		Homepage			
Address of Firm		Tel. No.			
		Fax No.			
Type of Firm	Private Firm/ Corporation	Country in which Firm is registered		Date of Incorporation	
		Capital of Firm		Number of Employees	
		Sales Records for past 3 years			
Persons authorized to sign Bids & Contracts	Job Title		Name		Signature or Seal
Services to be offered	Services			Sales Records for the past 3 years	
Required Documents		° Certificate of Taxpayer's ID No. or Office Ownership			

I, as a legally authorized representative of the Firm, duly state that all of the above information is true and correct and hereby duly apply for registration.

※ 1. Documents to be submitted must be issued or authenticated by Government Agency or authority concerned of the Applicant's country, otherwise these documents must be certified by the notary public.

2. This application form must be filled out in English. When the original documents are in a language other than English, they must be accompanied by a duly notarized English translation.

Name of CEO

Date:

Signature or Seal:

Name & Title of Applicant:

E-mail:

Bidding Guarantee (form)

Invitation (RFP) No:

Project Services:

Date of Bid:

We, the undersigned, hereby guarantee that, if awarded a contract, we will perform faithfully the requirements of the contract.

(i) Should we withdraw our bid before its expiration and/or after being awarded by the KMIC Development Co., Ltd. (hereinafter the “Client”), or

(ii) Should we refuse to conclude the contract, or

(iii) Should we fail to establish a Contract Deposit in accordance with the contractual conditions

We undertake to pay the Client immediately USD 4,000 according to, and upon receipt of, its first written demand, without the Client having to substantiate its demand.

We further guarantee that we will not claim against or appeal to the Client in relation to any unfavorable action which may be taken against us by the Client on the grounds that we have not complied with the above conditions.

Signed on _____, 2022

Contractor:

by [*Signature*]

Name:

Title:

Guarantor:

by [*Signature*]

Name:

Title:

* A different form of security is acceptable to the Client only when it is substantially equivalent to the form and substance of the security established by the Client herein.

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Remarks
Power of Attorney	In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	No pre-set format/form
BID-1	Bidding Document Proposal Submission Form	
BID-2	Legal Registration Documents	No pre-set format/form
BID-3	Evidence of Similar Service Performance A. Consultant's experience of similar service B. Certificate of performance issued by clients	
BID-4	Introduction of Consultant	No pre-set format/form
BID-5	Consultant's Organization for task performance A. Consultant's Organization participating Services B. List of task participants C. List of Task participants D. Task participants' certificate of employment	No pre-set format/form
BID-6	If the Proposal is submitted by a joint venture, attach a copy of Joint Venture Standard Agreement	
BID-7	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
BID-8	Pledge of Performance of Integrity Agreement	

(BID-1) Bidding Document Proposal Submission Forms should include corporate seal and attach Certificate of corporate seal impression corporate (In case of using usesignet, attach usesignet) for consultants established in Republic of Korea.

(BID-2) Legal Registration Document should include

- ① In case of consultants established in Republic of Korea: a copy of business license, a certified copy of the register (corporate), certificate of registration for construction technology service businesses, certificate of report for engineering business entity, competitive tender qualification certificate issued by public procurement service
- ② In case of consultants established in Republic of the Union of Myanmar: a copy of business license, documents that can confirm registration related to wastewater treatment design or construction, such as copy of business registration certificate or engineering activity report or corporation registration document

(BID-3) Certificate of performance issued by clients should include services' duration, contract amount, share ratio in case of JV, work scope, subcontract matter (if applicable). All documents should be in English.

All pages of the original Biding documents, Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM BID-1**BIDDING DOCUMENTS SUBMISSION FORM**

To: [Name and address of Client] {Location, Date}

Dear Madame, Dear Sir:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Bidding Documents, Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member} We have attached a copy {insert: “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes a Sub-consultant, insert the following: We are submitting our Proposal with the following firm as a Sub-consultant: {Insert a list with full name and address of a Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 6.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract are not ineligible under the Client’s established country laws or official regulations.

- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 27 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 29.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM BID-3

EVIDENCE OF SIMILAR SERVICE PERFORMANCE

Form BID-3: a brief description of an outline of the recent experience of the Consultant that is most relevant to the assignment and should include contents for acknowledge of service performance. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Experience of Similar Service

1. List only previous similar assignments successfully completed in the last ten (10) years from the Proposal submission deadline.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM BID-5

CONSULTANT'S ORGANIZATION FOR TASK PERFORMANCE

Form BID-5: a brief description of the Consultant's organization for task performance.

A – Consultant's Organization participating Services

Provide here the brief organization participating services by chart, and in case of a joint venture, each member for this assignment should be included.

B – List of Task Participants

Provide here all participants list, and in case of a joint venter, each member for this assignment should be included.

C –Task participants' Certificate of Employed

Provide here all participants' certificate of employed issued by firms.

FORM BID-6

JOINT VENTURE STANDARD AGREEMENT (COLLECTIVE PERFORMANCE TYPE)

Article 1(Purpose) The Agreement aims to establish an agreement that promises to fulfill the following contract by the Parties of the Joint Venture according to a certain investment portion for the planning and bidding of services by mobilizing financial, management, and technical capabilities, and personnel and equipment.

1. Title of Contract:
2. Contract amount:
3. Client: KMIC Development Co., Ltd. (hereinafter the "Client")

Article 2(Joint Venture) The names of the Joint Venture, the location of the business place, and the representative are as follows.

1. Name: ○○○
2. Main office location:
3. Representative's name:

Article 3(Parties of Joint Venture) ① The Parties of Joint Venture are as follows.

1. Company○○○ (Representative:)
2. Company○○○ (Representative:)
- ② The representative of the Joint Venture shall be ○○○.
- ③ The representative represents the Joint Venture to the Client and the third parties and has the authority to manage and bill the assets of the Joint Venture.

Article 4(Effective Period) This Agreement shall enter into force upon signature between the Parties and terminate upon the execution of the contract. However, the validity of this Agreement shall remain in force as long as the right and obligation related to the services remain regarding the Client or a third party.

Article 5(Obligation) The Party of the Joint Venture shall undertake to use all necessary knowledge and skills based on sincerity, diligence, and good faith to perform the purposes specified in Article 1.

Article 6(Responsibility) The Parties of the Joint Venture shall be jointly responsible for the performance of contractual obligations to the Client. However, a company that has submitted the Security of Service Performance and has not met the contract performance requirements shall be responsible according to the investment portion.

Article 7(Subcontract) If some Parties of the Joint Venture wish to enter into a subcontract on their own, the Party must obtain the consent of the other Parties.

Article 8(Transaction Account) The advance payment and completion payment under the terms of the contract shall be paid to the following account.

1. Company ○○○(Joint Venture Representative): ○○ Bank, Account number ○○○
Account holder ○○○

2. Company ○○○: ○○ Bank, Account number ○○○, Account holder ○○○

Article 9 (Investment Portion of Party) ① The investment portion of this Joint Venture shall be determined as follows.

1. ○○○: %

2. ○○○: %

② The portion under paragraph (1) may be changed in any of the following cases. However, in the case of changing the investment portion, the entire investment portion of some Parties of the Joint Venture may not be transferred to other Parties.

1. When the contract amount is increased or decreased because of the change of contract contents;

2. When a Party of the Joint Venture has difficulty in performing the contract, as described in the original agreement, because of bankruptcy, dissolution, default etc. and request to change the contribution portion with the joint signatures of the Joint Venture; and

③ Investments other than cash shall be evaluated by the Parties in consideration of the market price.

Article 10(Distribution of Profit and Loss) If profit or loss occurs after the contract is executed, it shall be allocated or shared at the rate set out in Article 9.

Article 11(Cost Sharing) ① Each Party shall share the subcontract payments, material costs, labor costs, expenses, etc. incurred for the execution of this contract in accordance with the investment portion.

② The Party of the Joint Venture may negotiate mutually and decide separately on the payment time and method of the expenses to be shared

③ If the Party of the Joint Venture fails to pay the expenses under paragraph (1), the completion payment corresponding to the unpaid amount calculated in consideration of the investment portion shall be kept in the account under the joint name of the Parties of the Joint Venture. When payment is completed, it is paid to the Party.

④ If a Party has not paid the share of the expenses more than three times, the Party may be withdrawn by the remaining Parties with the consent of the Client. However, the number of nonpayment that are allowed to withdraw a Party can be set differently with the consent of the Client, depending on the payment period.

Article 12(Restrictions on Assignment of Rights and Duties) The Parties shall not assign their rights and obligations under this Agreement to any third party.

Article 13(Measures for Halfway Withdrawal)

- ① A Party of the Joint Venture shall not withdraw until the day of completing the bidding and execution of the contract, except in any of the following cases. However, in the case of subparagraph 3, other Parties must take the measure of withdrawal.
 1. The Client and all Parties agree.
 2. When a Party fails to execute the contract without bankruptcy, dissolution, default, or other good causes, or a Party fails to pay the expenses under Article 11, and other Parties of the Joint Venture takes the measure of withdrawal with the consent of the Client.
 3. When a Party of the Joint Venture fails to fulfill the contract without bankruptcy, dissolution, default, or other valid reasons and is subject to bid participation qualification restriction in accordance with the laws of the Republic of Korea.
- ② If some of the Parties withdraw under paragraph (1), the remaining Parties shall jointly perform the contract. However, if only the remaining Parties do not meet the requirements for the execution of the remaining contracts, such as license, performance, and construction capacity disclosures, the requirement must be met by, for example, adding new Parties with the approval of the Client.
- ③ In the case of the main sentence of paragraph (2), the investment portion shall be added to the portion of Article 9 by dividing the investment portion of the withdrawn Parties according to the investment portion of the remaining Parties.
- ④ As for the investment money of the withdrawn Party, the balance after deducting the loss of Article 10 shall be returned after the completion of the contract.

Article 14(Warranty Liability against Defects) If warranty liability against defects is established in this Agreement, the Joint Venture shall be jointly responsible for any defects in the service after the dissolution of the Joint Venture. However, a company that has submitted the Security of Service Performance and has not met the contract performance requirements shall be responsible according to the investment portion.

Article 15(Operating Committee) ① The Joint Venture shall establish an Operating Committee whose Parties shall be Parties of the Joint Venture to discuss the matters concerning the implementation of the contract. ② Matters not specified in this Agreement shall be determined by the Operating Committee.

As mentioned above, the Joint Contract Agreement has been concluded, and the Parties of the Joint Venture shall prepare OO copies of the Agreement, and each Party shall sign and keep as the proof of the Agreement.

Date: Day/Month/Year

FORM BID-7

TEAM COMPOSITION, KEY EXPERTS' INPUTS, AND ATTACHED CURRICULUM VITAE(CV)

Nº	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. 000}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
Subtotal															
Total															

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's established country or any other country outside the expert's country of residence.

**FORM BID-7
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Qualified Certificates: {List any related Qualified Certificates held}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. OOO, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (For each language in which you can work indicate proficiency: good, fair, or poor in speaking, reading, and writing):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

FORM BID-8**PLEDGE OF PERFORMANCE OF INTEGRITY AGREEMENT**

In order to create a clean contract culture without corruption and actively respond to the intent of the integrity contract system, we will comply with the following each subparagraphs of integrity contract conditions in the process of bidding, awarding, contracting and contract execution, etc. (including after completion and delivery). In case of breach of such undertaking, we pledge that we will accept and observe sanction including bidding and the being awarded cancellation or termination of contract and giving written warning and will not raise the objection of civil or criminal.

1. We will not demand or promise or receive any bribery, entertaining treat, etc. and if we provide bribery, entertaining treat, etc. to the Client, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.

2. In case of any act that interferes with fair competition such as preliminary consultation of bidding price or prior concerted quotation for the being awarded of a specific person, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.

3. We will not engage in any activity that requires or accepts the provision of certain information related to bidding or contract through arranging and solicitation that interferes with the fair business undertakings.

4. Through human rights management, we will endeavor to respect and promote human rights in all aspects of our business activities, not to cause any negative impacts on human rights, and promise to participate in the protection of human rights.

Month, Day, 2022

Covenanter: Representative of ○○○ Company: ○○○ (seal)

To: KMIC Development Co., Ltd.

Section 4. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Provide a booklet format of A4 size printed in black and white only and single sided.

The total page number should be within 15 pages excluding cover, contents, leaflets, and annexed paper.

All documents must be submitted in English, and in the case of languages other than English, submitted after notarization of translation.

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	PAGE LIMIT
TECH	<p>a) Understanding of the Assignment</p> <ul style="list-style-type: none"> · Understanding of the characteristic of the work, local conditions and relevant regulations · Propriety of organization and arrangement of the engineers · How to complete the work within designated duration (9 months) · How to reduce master plan conducting duration additionally <p>b) Conducting Assignment</p> <ul style="list-style-type: none"> · How to operate a wastewater treatment plant in time for the tenants of KMIC · How to calculate construction cost considering local materials, etc. · Arrangement business trip plan of engineers in Yangon, Myanmar 	15 (A4 size, single sided)

※ Deduction criteria for violation of instructions

Contents	Deduction	Limitation
Color printed pages in the technical proposal	0.2 point deduction per page	Maximum 5 points in total
Violation of instructions	0.5 point deduction per case	
Violation of the paper size	0.5 point deduction per case	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH

DESCRIPTION OF IMPLEMENTATION PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form : a description of understanding of the assignment and conducting Assignment.

a) Understanding of the Assignment (Please explain followings)

- Understanding of the characteristic of the work, local conditions and relevant regulations
- Propriety of organization and arrangement of the engineers
- How to complete the work within designated duration (12 months)
- How to reduce master plan conducting duration additionally

b) Conducting Assignment (Please explain followings)

- How to operate a wastewater treatment plant in time for the tenants of KMIC
- How to calculate construction cost considering local materials, etc.
- Arrangement business trip plan of engineers in Yangon, Myanmar

Please do not repeat/copy the TORs in here.}

Section 5. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	REMARK
FIN	Financial Proposal Submission Form	

※ Attachment: Design Cost Statement Item

FORM FIN

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Madame, Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

※ Attachment: Cost Statement

Work Type	QTY	UNIT	Amount (USD)	Remarks
I. Master Plan	1	set		
1. Master Plan				
II. Bidding Guide	1	set		
1. Bidding Guide	1	set		
III. Direct expense	1	set		
1. Business Trip			20,397	PS Item
2 .Printing				
Sub-Sum			135,840	
IV. Tax				
1. Withholding Tax: (Sub-sum) X 2.5%	Apply in case of Korean company			
2. Commercial Tax: (Sub-sum) X 5.0%	Apply in case of Myanmar company			

* PS (Provisional Sum) item is settled in the final payment.

Section 6. Client's Policy – Corrupt and Fraudulent Practices

It is the Client's policy to require that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client's investigation into allegations of a

¹ For the purpose of this sub-paragraph, "another party" refers to an officer acting in relation to the selection process or contract execution. In this context "officer" includes the Client's staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, "party" refers to an officer; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the selection process (including public officials) attempting either themselves, or through another person or entity not participating in the selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

Section 7. Terms of Reference

Reference Number (KMIC-PDD 05)

Consulting Services for Master Plan and Bidding Guide For Wastewater Treatment Plant Of Korea-Myanmar Industrial Complex Development Project

I. SUMMARY OF THE SERVICES

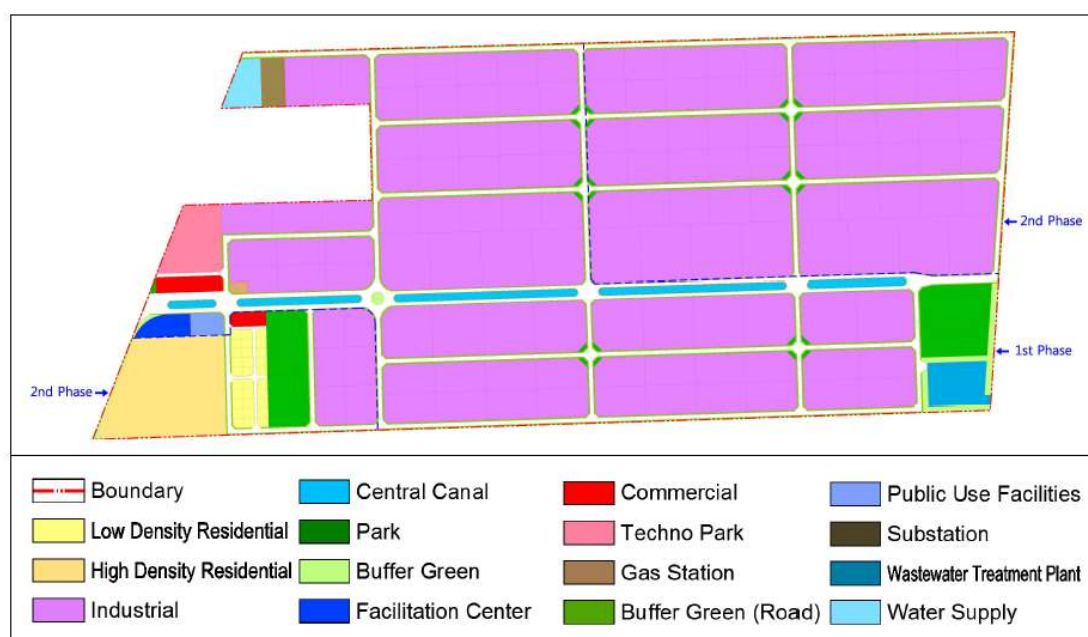
1. **Name:** Consulting Services for Master Plan and Bidding Guide for Wastewater Treatment Plant of Korea-Myanmar Industrial Complex Development Project
2. **Location of KMIC :** Nyaung Hnint Pin, Hlegu Township, Yangon Region, Myanmar
3. **Facility capacity :** About 5,100 m³/day (Needed total facility capacity of KMIC)

※ The area of Wastewater treatment Plant : 19,474 m²

※ The Project area is divided into 2 phases, and the wastewater treatment plant will be installed 2nd step or more in consideration of the initial factory operation.

- 1st phase (Zone A): 314.69 acres (1,273,514 m²)

- 2nd phase (Zone B): 241.12 acres (975,774 m²)



4. Purpose of the Services

- 1) The overall objective of this Consultancy is to establish a master plan and prepare bidding guide for the construction of wastewater treatment plant located in KMIC
- 2) This Consultancy is aimed at timely implementation of the relevant permits through a thorough review of relevant contents in accordance with the relevant laws and regulations in the implementation of wastewater treatment plant construction and faithful creation of deliverables.

5. Work Scope

- 1) Establish a Master Plan
- 2) Make the Bidding Guide
- 3) Other requirements

6. Duration of the Services : twelve(12) months from the contract commencement date

7. Uniqueness

This consultancy may be changed, deleted, or added due to changes in the project Conditions.

8. Organization

- * If possible, write the Co-work Plan with local companies

Chief Key Expert (Water Supply and Sewage)											
Name :											
Company Name :											
Water Supply and Sewage		Machinery		Civil		Construction/ Architecture		Electricity		Environment	
Key Expert	Company Name	Key Expert	Company Name	Key Expert	Company Name	Key Expert	Company Name	Key Expert	Company Name	Key Expert	Company Name
Non- Key Expert	Company Name	Non- Key Expert	Company Name	Non- Key Expert	Company Name	Non-Key Expert	Company Name	Non- Key Expert	Company Name	Non- Key Expert	Company Name

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Master Plan and Bidding Guide for
Wastewater Treatment Plant

Contents

Preface.....	79
I. Form of Contract	81
II. General Conditions of Contract	83
A. General Provisions.....	83
1. Definitions.....	84
2. Relationship Between the Parties.....	84
3. Law Governing Contract.....	84
4. Language	84
5. Headings.....	84
6. Communications.....	85
7. Location.....	85
8. Authority of Member in Charge.....	85
9. Authorized Representatives.....	85
10. Corrupt and Fraudulent Practices.....	85
B. Commencement, Completion, Modification and Termination of Contract	85
11. Effectiveness of Contract	85
12. Termination of Contract for Failure to Become Effective	85
13. Commencement of Services.....	86
14. Expiration of Contract.....	86
15. Entire Agreement	86
16. Modifications or Variations	86
17. Force Majeure	86
18. Suspension.....	87
19. Termination	87
20. Warranty against Defects.....	89
C. Obligations of the Consultant.....	90
21. General	90
22. Conflict of Interests	90
23. Confidentiality.....	91
24. Liability of the Consultant	92
25. Insurance to be Taken out by the Consultant	92
26. Accounting, Inspection and Auditing.....	92
27. Reporting Obligations	92
28. Proprietary Rights of the Client in Reports and Records	92
29. Equipment, Vehicles and Materials	93

D. Consultant's Experts and Sub-Consultants	93
30. Description of Key Experts.....	93
31. Replacement of Key Experts.....	93
32. Removal of Experts or Sub-consultants	93
E. Obligations of the Client.....	94
33. Assistance and Exemptions.....	94
34. Access to Project Site.....	94
35. Change in the Applicable Law Related to Taxes and Duties.....	94
36. Services, Facilities and Property of the Client	95
37. Counterpart Personnel	95
38. Payment Obligation..... 오류! 책갈피가 정의되어 있지 않습니다.	95
F. Payments to the Consultant	95
39. Contract Price.....	95
40. Taxes and Duties	95
41. Currency of Payment.....	96
42. Mode of Billing and Payment	96
43. Interest on Delayed Payments	97
G. Fairness and Good Faith..... 오류! 책갈피가 정의되어 있지 않습니다.	97
44. Good Faith..... 오류! 책갈피가 정의되어 있지 않습니다.	
H. Settlement of Disputes..... 오류! 책갈피가 정의되어 있지 않습니다.	
45. Amicable Settlement	오류! 책갈피가 정의되어 있지 않습니다.
46. Dispute Resolution	97
Attachment 1: Client's Policy – Corrupt and Fraudulent Practices.....	98
III. Special Conditions of Contract	100
IV. Appendices	107
Appendix A – Terms of Reference	107
Appendix B - Key Experts	107
Appendix C – Breakdown of Contract Price.....	107
Appendix D – Contract Deposit (Contract) / Undertaking of Payment Guarantee.....	108
Appendix E – Advance Payment Guarantee	109
Appendix F – Pledge of Performance of Integrity Agreement	110

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Client's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Korea-Myanmar Industrial Complex Development Project

RFP: KMIC-PDD 05
Selection of Consulting Services for:

**CONSULTANCY SERVICES FOR MASTER PLAN AND BIDDING
GUIDE FOR WASTE WATER TREATMENT PLANT OF
KOREA-MYANMAR INDUSTRIAL COMPLEX DEVELOPMENT
PROJECT**

between

Korea-Myanmar Industrial Complex Development Co., Ltd.

and

[Name of the Consultant]

Dated: _____

Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **KMIC Development Co., Ltd.** (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “the Client’s Policy – Corrupt and Fraudulent Practices”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Undertaking of Payments Guarantee (Contract)

Appendix E: Advance Payments Guarantee

Appendix F: Pledge of Performance of Integrity Agreement

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Contract, the Special Conditions of Contract; the General Conditions of Contract; Terms of Reference; Proposals; Breakdown of Contract Price.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of KMIC Development Co., Ltd.

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of Contract

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s established country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) “Client” means KMIC Development Co., Ltd. (KMIC) that signs the Contract for the Services with the selected Consultant.</p> <p>(c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(e) “Day” means a working day unless indicated otherwise.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(g) “Experts” means, collectively, Chief Key Expert, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(h) “Foreign Currency” means any currency other than the currency of the Client’s established country.</p> <p>(i) “GCC” means these General Conditions of Contract.</p> <p>(j) “Government” means the government of the Client’s established country.</p> <p>(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the</p>
------------------------------	--

	<p>performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal. "Chief Key Expert" means the representative of Key Expert(s).</p> <p>(m) "KMIC Development Co., Ltd." means the form of the JV Company limited by Shares (limited liability company), under the Special Companies Act of Republic of the Union of Myanmar</p> <p>(n) "Local Currency" means the currency of the Client's established country.</p> <p>(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. Relationship between the Parties	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
3. Law Governing Contract	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
4. Language	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
5. Headings	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified</p>

	<p>in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices	10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>
b. No Breach of Contract	17.3. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c. Measures to be Taken	<p>17.4. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.5. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of</p>

	<p>such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.6. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.7. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>17.8. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a

	<p>notice of suspension pursuant to Clause GCC 18;</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
b. By the Consultant	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing)</p>

	following the receipt by the Client of the Consultant's notice specifying such breach.
c. Cessation of Rights and Obligations	19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.
e. Payment upon Termination	19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: <ul style="list-style-type: none"> (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
20. Warranty Against Defect	<p>20.1 In the case of the service that requires repairing defects, the Client shall be responsible for any service defects for the term specified in the special condition of contract after the completion of the service (hereinafter referred to as "warranty period against defect"). However, even if the warranty period against defect has passed, the warranty period against defect shall end on the date when the repairing defects is confirmed by KMIC regarding the request raised within that period by KMIC.</p> <p>20.2 When the Client is requested to repair the defect from the KMIC, the 'Parties to the Contract' shall immediately repair the work or provide the service output or better service output.</p> <p>20.3 To guarantee the repair of defects under Clauses GCC</p>

	<p>20.1, the Client shall pay the defect repair guarantee to the KMIC through cash or certified letter of guarantee.</p> <p>20.4 If the Client receives a request for defect repair from the KMIC or the end user during the warranty period against defect, and fails to comply with it without justifiable reason, the defect repair guarantee shall belong to the KMIC.</p> <p>20.5 Repairing defects deposit shall be returned at the request of the Client after the expiration period in Clauses GCC 20.1</p>
--	---

C. OBLIGATIONS OF THE CONSULTANT

21. General	
a. Standard of Performance	<p>21.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>21.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>21.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
b. Law Applicable to Services	<p>21.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>21.5. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
22. Conflict of Interests	<p>22.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
a. Consultant Not to Benefit from Commissions,	<p>22.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 22.1.3, the Consultant shall not accept for its own</p>

Discounts, etc.	<p>benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>22.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's instructions, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	<p>22.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
c. Prohibition of Conflicting Activities	<p>22.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
d. Strict Duty to Disclose Conflicting Activities	<p>22.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
23. Confidentiality	<p>23.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
24. Liability of the Consultant	<p>24.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>
25. Insurance to be Taken out by the	<p>25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-</p>

Consultant	consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
26. Accounting, Inspection and Auditing	<p>26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>26.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.</p>
27. Reporting Obligations	27.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
28. Proprietary Rights of the Client in Reports and Records	<p>28.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
29. Equipment and Materials	29.1 Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract,

	<p>the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.</p> <p>29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's established country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
--	---

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts	<p>30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p>
31. Replacement of Key Experts	<p>31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
32. Removal of Experts or Sub-consultants	<p>32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts including Chief Key Expert, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>

E. OBLIGATIONS OF THE CLIENT

33. Assistance and	<p>33.1 Unless otherwise specified in the SCC, the Client shall use its</p>
---------------------------	---

Exemptions	<p>best efforts to:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's established country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's established country according to the applicable law in the Client's established country. (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's established country, of bringing into the Client's established country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
34. Access to Project Site	<p>34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
35. Change in the Applicable Law Related to Taxes	<p>35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's established country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and</p>

and Duties	reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1
36. Services, Facilities and Property of the Client	36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
37. Counterpart Personnel	<p>37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>37.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
38. Payment Obligation	38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

39. Contract Price	<p>39.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
40. Taxes and Duties	<p>40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>40.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
41. Currency of	41.1 Any payment under this Contract shall be made in the

Payment	<p>currency(ies) of the Contract, USD.</p> <p>* However, according to the notification of Foreign exchange management Law, the Client shall pay the each payment by kyat as CBM(Central Bank of Myanmar) rates.</p>
42. Mode of Billing, Payment and Liquidated damages	<p>42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.</p> <p>42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>42.2.1 <u>Advance payment:</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.</p> <p>42.2.2 <u>The Lump-Sum Installment Payments.</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>42.2.3 <u>The Final Payment</u> .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>

	<p>42.2.5 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p> <p>42.3 If the Client does not complete the components within the period in the contract documents, the Liquidated Damage Percentage specified in the SCC shall be applied for each day. The amount(hereinafter referred to as “liquidated damages”), which calculated by multiplying the contract amount with the Liquidated Damage Percentage shall be paid in cash to the KMIC. However, if there is a remaining contract amount, it is possible to deduct the liquidated damages and pay the remaining balance.</p> <p>42.4 When a KMIC deems that the service performance has been delayed from falling in any of the following subparagraphs, the KMIC shall not count the corresponding days as delayed days as follows.</p> <p>42.4.1 Reasons for force majeure such as natural disaster</p> <p>42.4.2 Delay of start of business prior to the service suspension because of the written request of KMIC</p> <p>42.4.3 Delay because of reasons not under the Consultant's responsibility</p> <p>42.5 The Consultant shall promptly notify the KMIC, if the reason for the delay in Clause GCC 42.4 occurs, and obtain approval for such reason. If the notice is not given or delayed, the KMIC shall impose the liquidated damages according to Clause 42.3</p> <p>42.6 In the case of Clause 42.3, when the completed part of the delivered part is acquired through inspection, the liquidated damages shall be calculated based on the amount equivalent to that part deducted from the contract amount. In this case, the acquisition of the completed part or the delivered part shall be limited to the acquisition of a completed part of a service that can be divided by nature.</p>
--	--

G. FAIRNESS AND GOOD FAITH

43. Good Faith	<p>44.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
-----------------------	---

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply.</p>
45. Dispute Resolution	<p>45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>

II. General Conditions of Contract

Attachment 1: Client's Policy – Corrupt and Fraudulent Practices

It is the Client's policy to require that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁵;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁶;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁷;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁸;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client's investigation into allegations of a

⁵ For the purpose of this sub-paragraph, "another party" refers to an officer acting in relation to the selection process or contract execution. In this context "officer" includes the Client's staff and employees of other organizations taking or reviewing selection decisions.

⁶ For the purpose of this sub-paragraph, "party" refers to an officer; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

⁷ For the purpose of this sub-paragraph, "parties" refers to participants in the selection process (including public officials) attempting either themselves, or through another person or entity not participating in the selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁸ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

II. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	The Contract shall be in accordance with the law of Republic of the Union of Myanmar.
4.1	The language is: ENGLISH . However, Appendix A (Terms of Reference) has been issued in both the Korean and English language. The English version has priority. In the case of inconsistency, the interpretation thereon shall be amicably made through mutual consultations.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Project Development Department, KMIC Development Co., Ltd., Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Republic of the Union of Myanmar</p> <p>Attention: Shim NaRae, General Manager Telephone: +95-92-5112-4684 E-mail: naraes88@lh.or.kr</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Shim NaRae, General Manager</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	Not applicable

12.1	Termination of Contract for Failure to Become Effective: The time period shall be two (2) months
13.1	Commencement of Services: The commencement date of the Services shall be the Contract signing date . Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be twelve (12) months.
20.1 and 20.3	Warranty Period of Defect : From the end of the Contract to the end of the Construction for KMIC Wastewater Treatment Plant Rate of Warranty Bond : five (5) percent of the total Contract price.
22 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 22.1.3 Yes
24.1	No additional provisions.
25.1	The insurance coverage against the risks shall be as follows: Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
28.1	Not applicable
28.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.

39.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p> <p><u>Principles guiding completion of SCC 39.1:</u></p> <p>With respect to the withholding tax, if the Consultant is a non-resident taxpayer under the Union Tax Law of Myanmar, the Client will withhold 2.5% of each payment to the Consultant for the collection of withholding tax, and then on behalf of the Consultant, pay directly to the Myanmar Internal Revenue Department. Thereafter, the Client will provide to the Consultant, an official confirmation on each withholding tax payment issued by the Internal Revenue Department.</p> <p>Meanwhile, with respect to the commercial tax, a 5% commercial tax will be reimbursed to the Client additionally to the Contract Price above. To that purpose, the Client will add a 5% commercial tax to each payment to the Consultant for the purpose of the reimbursement of the commercial tax. Provided, however, that the Client will at its own discretion withhold such a 5% commercial tax instead of directly reimbursing to the Consultant, and then pay itself to the Internal Revenue Department on behalf of the Consultant. In such a case, the Client will provide an official confirmation on each commercial tax payment issued by the Internal Revenue Department to the Consultant. For clarification, all other indirect tax liabilities in relation to this Contract shall be the sole responsibility of the Consultant</p>
40.1 and 40.2	<p>The Consultant shall bare all the taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s established country.</p>
42.2	<p>The payment schedule:</p> <p>Advance Payment : 30% of the consulting service price after commencement of the consulting service</p> <p>According to the Service process, the payment for the completed services may be charged by the Consultant.</p>
42.2.1	<p>The following provisions shall apply to the advance payment:</p>

	<p>(1) An advance payment [of <i>[insert amount]</i> in USD] shall be made after signing the Contract. The advance payment will be set off by deduction a portion of the advance payment which is calculated by applying the advance payment ratio to the payment when the lump-sum installment payments are made. For the sake of clarifications, The Advance Payment Ratio means the ratio of the advance payment to the Contract Amount..</p>
42.2.4	<p>The accounts of the Consultant are:</p> <p>for foreign currency (USD) : <i>[insert account]</i>.</p>
42.3 ~ 42.6	<p>The Liquidated Damages Percentage:</p> <p>Designated amounts to zero point two percentage (0.2%) of Contract price of the master plan and bidding guide. The designated amount may/can be imposed everyday from the expected completion date until work is completed.</p>

45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
------	---

	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
--	---

III. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form BID-7 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....
.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN] at the negotiations or state that none has been made.]

APPENDIX D-1– CONTRACT DEPOSIT(CONTRACT)

KNOW ALL MEN BY THESE PRESENTS, that

we, [*Contractor*], a company incorporated in and under the laws of [*Country of Establishment*] as Principal (hereinafter referred to as the "Contractor") and [*Guarantor*], a corporation organized under the laws of [*Country of Establishment*] and duly organized to transact business in [*Country of Doing Business*] as the Guarantor (hereinafter referred to as the "Guarantor") are held and firmly bound unto **KMIC Development Co.,Ltd.** in Yangon, Myanmar, as Obligee (hereinafter referred to as the "Cleint" or "*KMIC Development Co., Ltd.*") in the amount of five (5) percent of the Contract Price, i.e., [*Words*] US Dollars (US\$ [*Figure*]), as a Contract Deposit to ensure the conclusion or the early termination of the Contract for the payment whereof which sum, well and truly to be made, the Contractor and the Guarantor bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a written contract with the Employer dated mm dd, 2022 for the Project Works Contract being by reference made part hereof and hereinafter referred to as the "Agreement."

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Guarantor, the Guarantor hereby irrevocably undertakes to, whenever the Contractor fails to conclude the Agreement with the Employer or intends to terminate the Agreement for any reason, promptly pay the Employer, without any objection, opposition or recourse, the amount required by the Employer in accordance with its terms and conditions, up to a total not exceeding the amount of the Security.

The period of Contract Deposit all be from the Effective Date to no less than 60 days from the termination date.

When the Contract Period is extended, the Contractor shall submit a new Security based upon the extended Contract Period.

The Contract Deposit shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

The Contract Deposit furnished by the Contractor shall be discharged, released or returned to the Contractor without delay upon its request after this Agreement has been completely performed.

No right of action shall accrue on the Contract Deposit to or for the use of any person or corporation other than the Employer named herein or the administrators or successors of the Employer.

Signed on mm dd, 2022

Contractor:
by [*Signature*]
Name:
Title:

Guarantor:
by [*Signature*]
Name:
Title:

APPENDIX D -2 – UNDERTAKING OF PAYMENT GUARANTEE (CONTRACT)

Contract Title:

Project Name:

Date of Award:

Dear Madame, Dear Sir,

We, the undersigned, hereby undertake that we will perform faithfully the requirements of the contract.

We understand that we are exempted from paying the Contract Deposit in accordance with the relevant rules and regulations.

However, should we refuse to conclude the contract with KMIC Development Co., Ltd. (hereinafter referred to as the “Client”), or should we intend to terminate the contract, we undertake to pay the Client immediately an amount equivalent to five (5) percent of the total contract price, according to, and upon receipt of, its first written demand, without the Client having to substantiate its demand.

We further undertake that we will not claim against or appeal to the Client in relation to any unfavorable action which may be taken against us by the Client on the grounds that we have not complied with the above conditions.

Signed on _____,

2022

Contractor:

by [Signature]

Name:

Title:

APPENDIX E - ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 42.2.1]

Advance Payment Guarantee

Date mm dd, 2022

TO KMIC Development Co., Ltd. (the "Client")

[Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Republic of the Union of Myanmar]

RE [Title of Contract for Advance Payment]

Dear Madame, Dear Sir,

In accordance with GCC of the above-mentioned Contract (hereinafter referred to as the "Contract"), [Name and Address of the Contractor] (hereinafter referred to as the "Contractor") shall deposit with the Client a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of [Word](US\$ Figure) by the bank or financial institution as specified by the Client.

We, the [Name of Guarantor], as instructed by the Client, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Client on its first demand without whatsoever right of objection on our part and, without its first claim to the Contractor, in the amount not exceeding [Word](US\$ Figure).

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between the Client and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [Name of Guarantor] receives full repayment of the same amount from the Contractor or is in no need to do so.

Yours truly,

Name

Title

Bank/Financial Institution

Address

* A different form of security is acceptable to the Client only when it is substantially equivalent to the form and substance of the security established by the Client herein.

APPENDIX F - PLEDGE OF PERFORMANCE OF INTEGRITY AGREEMENT

In order to create a clean contract culture without corruption and actively respond to the intent of the integrity contract system, we will comply with the following each subparagraphs of integrity contract conditions in the process of bidding, awarding, contracting and contract execution, etc. (including after completion and delivery). In case of breach of such undertaking, we pledge that we will accept and observe sanction including bidding and the being awarded cancellation or termination of contract and giving written warning and will not raise the objection of civil or criminal.

1. We will not demand or promise or receive any bribery, entertaining treat, etc. and if we provide bribery, entertaining treat, etc. to the Client, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.
2. In case of any act that interferes with fair competition such as preliminary consultation of bidding price or prior concerted quotation for the being awarded of a specific person, we will be restricted from participation in the bidding as a contractor engaged in unfair trade practices in accordance with the relevant laws and regulations.
3. We will not engage in any activity that requires or accepts the provision of certain information related to bidding or contract through arranging and solicitation that interferes with the fair business undertakings.
4. Through human rights management, we will endeavor to respect and promote human rights in all aspects of our business activities, not to cause any negative impacts on human rights, and promise to participate in the protection of human rights.

Month, Day,

2022

Covenanter: Representative of ○○○ Company: ○○○ (seal)

To: KMIC Development Co., Ltd.